



LAW OFFICES
WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP

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12008-501

January 17, 2019

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Kmart Corporation
c/o Sears Holdings Corp
3333 Beverly Road
Hoffman Estates, IL 601793

Re: K-Mart Lease #3484; Ontario, California

Gentlepersons:

This office represents Series III of the Wolf Family Series LP ("Landlord") in connection with the above-noted lease dated May 2, 1979 (the "Lease"). Pursuant to Section 34 of the Lease, Kmart Corporation, as tenant ("Tenant") is breach of the Lease by reason of:

Tenant has ceased operating on the premises and has abandoned the premises;

Tenant's failure to secure or care for the premises such that, on, about and after January 15, 2019, the leased premises were broken into and homeless persons entered thereon causing damage to the leased premises and the surrounding property;

Tenant's failure to repair, maintain and secure the leased premises such that squatters have been residing on the premises and have and continue to damage the premises and the surrounding property; and,

Despite repeated requests to Tenant for (a) a contact person and (b) access to the premises, Tenant failed to respond and abandoned the premises in violation of the Lease.

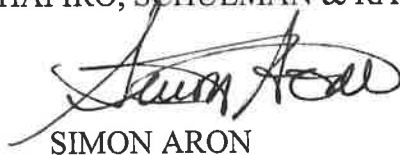
In light of the ongoing intrusions and damages to the premises and adjoining property, and Tenant's complete failure to respond, Landlord has been forced to incur costs and expenses for emergency repairs, maintenance and security. Tenant is obligated under the Lease to indemnify and hold harmless Landlord from all claims and damages arising from the Tenant's premises.

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Pursuant to the Lease, Tenant has thirty (30) days from the day hereof to fully remedy all of the foregoing, including, without limitation, reimbursement of costs and expenses, including reasonable attorney's fees incurred by Landlord as a result of Tenant's breach of the Lease after which the Lease is subject to termination pursuant to its terms.

Very truly yours,

WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP



SIMON ARON

SA:mc

cc: Alex Lewitt, Esq (via email)
Matt Oster, Esq (i/o)
Client